



Llywodraeth Cymru
Welsh Government

[Contact Name]

[Name of Recipient Organisation]

[Address 1]

[Address 2]

[Address 3]

[Post Code]

[date]

Dear Sir / Madam,

Award of Funding in relation to Economic Resilience Fund July & August 2021

1. Award of Funding

- (a) We are pleased to inform you that your Application has been successful and funding of up to £[Value] (“the Funding”) is awarded to you for the Purposes (as defined in Condition 4(a)).
- (b) The Funding relates to the period 1st July 2021 to 31st August 2021 until you are discharged from the obligations set out in paragraph 10 below.
- (c) If you have any queries in relation to this award of Funding or the Conditions please contact the Welsh Government Official who will be happy to assist you.

2. Statutory authority and Subsidy Control

- (a) This award of Funding is made on and subject to the Conditions and under the authority of the Minister for Economy, one of the Welsh Ministers, acting pursuant to functions transferred under section 58A and 60 of the Government of Wales Act 2006.
 - (b) You must ensure that the use of the subsidy is compatible with the applicable agreements contained in the World Trade Organisation rules, UK-EU Trade and Cooperation Agreement, any Free Trade Agreement involving the UK the Northern Ireland Protocol and any domestic legislation.

3. Interpreting the Conditions

Any reference in the Conditions to:

'you', 'your' is to [name, registered address and company registration no of grant recipient and charity registration no if applicable];

'we', 'us', 'our' is to the Welsh Ministers;

'Welsh Government Official' is to

Official
Welsh Government]
[
[
[
[
Tel:
Email:[]@gov.wales

or such other Welsh Government official as we may notify you.

'Project Manager' is to

[address]
[
[
[
[
Tel:
Email:[]@[]

'Application' is to your application dated [

'Conditions' is to the terms and conditions set out in this letter and the Schedules;

'Costs Defrayed' is to costs which are discharged by payment or otherwise settled by you.

'Full-Time-Equivalent (FTE) Job' is a combination of permanent employees, each of whom individually are not a permanent full-time employee because they are not employed on average 30 hours or more per week, but who, in combination, are counted as the equivalent of a permanent full-time employee.

'Full Time Job' is to a permanent job which requires 30 hours or more of work a week by one employee. A permanent Part Time Job of 15 hours or more counts as half a permanent Full Time Job.

'Notification Event' is to any of the events listed in Schedule 3;

'Personnel' is to your management/employees and suppliers or any other person appointed or engaged by you in relation to the Purposes;

'Schedule' is to the schedules attached to this letter;

any reference to any legislation whether domestic or international law will include all amendments to and substitutions and re-enactments of that legislation in force from time to time.

4. Use of the Funding

- (a) You must use the Funding solely for the purposes set out in Schedule 1 (the **"Purposes"**).
- (b) Any change to the Purposes will require our written consent which must be obtained from us in advance of implementing any change. Please note that we are not obliged to give our consent but we will consider all reasonable written requests.
- (c) You must not use any part of the Funding for: (1) party political purposes; (2) the promotion of particular secular, religious or political views; (3) gambling; (4) pornography; (5) offering sexual services; (6) purchasing capital equipment (other than as specified in the Purposes); (7) your legal fees in relation to this letter; (8) Costs Incurred or costs incurred and defrayed by you in the delivery of the Purposes prior to the period referred to in Condition 1 (b); (9) any kind of illegal activities; or (10) any other kind of activity which in our opinion could bring us into disrepute.

5. Funding pre-conditions

- (a) Where you are required to provide information and documentation to us as evidence that you have satisfied a particular Condition, the information and documentation must be in all respects acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us.

6. The Funding

- (a) The Funding will be paid to you in one instalment.
- (b) We will aim to pay the Funding to you within 28 days of the receipt of your signed letter.

7. Your general obligations to us

You must:

- (a) safeguard the Funding against fraud generally and, in particular, fraud on the part of your Personnel and notify us immediately if you have reason to suspect that any fraud within your organisation has occurred or is occurring or is likely to occur whether or not it relates to the Funding. You must also participate in such fraud prevention initiatives as we may require from time to time;
- (b) maintain appropriate procedures for dealing with any conflicts of interest whether actual, potential or perceived;
- (c) comply with all applicable domestic or international laws or regulations or official directives;
- (d) maintain adequate insurances to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Purposes. We reserve the right to require you to provide proof of your insurance;
- (e) maintain appropriate financial, risk and control systems before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
- (f) co-operate fully with the Welsh Government Official and with any other employee of the Welsh Government or consultant appointed by us to monitor your use of the Funding and your compliance with the Conditions;
- (g) inform us immediately if any of the declarations made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
- (h) notify us of any funding received by you from any source in relation to the effects of the spread of the Coronavirus (COVID-19) including but not limited to your insurance provider (cancellation/business

disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme.

8. Declarations

You declare that:

- (a) you have the power to enter into and to perform the obligations set out in the Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under the Conditions;
- (b) no litigation or arbitration is current or pending or, so far as you are aware, threatened, which has or could have an adverse effect on your ability to perform and comply with any of the Conditions;
- (c) the information contained in your Application is complete, true and accurate;
- (d) you have disclosed to us all material facts or circumstances which need to be disclosed to enable us to obtain a true and correct view of your business and affairs (both current and prospective) or which ought to be provided to any person who is considering providing funding to you;
- (e) there are no conflicts of interest whether actual, potential or perceived;
- (f) acceptance of this award of Funding will not result in duplicate funding in respect of any part of the Purposes. This includes but is not limited to any payments received by you in relation to the effects of the spread of the Coronavirus (COVID-19) from your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme.

9. Notification Events and their consequences

- (a) You must notify us immediately if a Notification Event has occurred or is likely to occur but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.

- (b) We will either (i) notify you that we consider the Notification Event is not capable of remedy or (ii) if we consider the Notification Event is capable of being remedied seek to discuss the Notification Event with you with a view to agreeing a course of action to be taken to address the Notification Event.
- (c) We will be entitled to take any of the actions listed in Condition 9(d) if:
 - (i) despite our reasonable efforts we have been unable to discuss the Notification Event with you; or
 - (ii) we notify you that the Notification Event is not capable of remedy; or
 - (iii) a course of action to address the Notification Event is not agreed with you; or
 - (iv) a course of action to address the Notification Event is agreed with you but you fail to follow it, or any conditions attached to it are not met (including without limitation the timescale for such course of action); or
 - (v) the course of action fails to remedy the Notification Event to our satisfaction.
- (d) If any of the circumstances set out in Condition 9(c) occurs we may by notice to you:
 - (i) withdraw the award of Funding; and/or
 - (ii) require you to repay all or part of the Funding; and/or
 - (iii) suspend or cease all further payment of Funding; and/or
 - (iv) make all further payments of Funding subject to such conditions as we may specify; and/or
 - (v) deduct all amounts owed to us under the Conditions from any other funding that we have awarded or may award to you; and/or
 - (vi) exercise any other rights against you which we may have in respect of the Funding.
- (e) All repayments of Funding must be made to us within 28 days of the date of our demand.

10. Monitoring requirements

You must:

(a) provide us with such documents, information and reports which we may reasonably require from time to time in order for us to monitor your compliance with the Conditions including :

i) 12 months from 31st August 2021 you must provide the following :-

Evidence of Costs Defrayed , by way of receipted invoices supported by bank statements.

Evidence that since 1st July 2021 you suffered a >60% drop in turnover. This must be evidenced by way of VAT returns covering either side of the drop in turnover.

Evidence by way of copy of the business payroll from 31st August 2021 and 12 months later, which confirm the safeguarding of (No) Full-Time-Equivalent (FTE) Jobs.

(b) meet with the Welsh Government Official and such other of our representatives as we may from time to time reasonably require;

(c) ensure that the Project Manager (or such other person as we may agree) together with any other person we may require attends all meetings with the Welsh Government Official.

11. Audit Requirements

(a) You must:

(i) maintain complete, accurate and valid accounting records identifying all income and expenditure in relation to the Purposes;

(ii) without charge, permit any officer or officers of the Welsh Government or Wales Audit Office at any reasonable time and on reasonable notice (in exceptional circumstances, such as the prevention or detection of fraud, it may not be practicable to provide you with reasonable notice) being given to you to visit your premises and/or to inspect any of your activities and/or to examine and take copies of your books of account and such other documents or records howsoever stored as in such officer's reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the Welsh Government, Wales Audit Office or any officer, servant or agent of any of the above;

- (iii) retain this letter and all original documents relating to the Funding until we inform you in writing that it is safe to destroy them;
- (b) Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. They and their officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and their staff may exercise this right at all reasonable times.

12. Third party obligations

- (a) Nothing in the Conditions imposes any liability on us in respect of any liability incurred by you to any third party (including, without limit, employees and contractors).
- (b) You must indemnify us against any liabilities, claims, proceedings, demands, losses, costs and expenses suffered or incurred by us directly or indirectly arising as a result of or in connection with any failure by you to perform fully or in part any obligation you may have to a third party.

13. Intellectual property rights and publicity

- (a) Nothing in the Conditions transfers to us any rights in any intellectual property created by you as a result of the Purposes.
- (b) You agree that from the date of this letter until 5 years from the date of the final payment of Funding we may include details about your organisation and business, the Funding and the Purposes in Welsh Government promotional materials and you further agree to cooperate with our reasonable requests to achieve the production of such materials.
- (c) All businesses receiving funding from the Economic Resilience Fund – Sector Specific Fund will have their business name and amount of funding awarded published on a Welsh Government approved Covid-19 website.

14. Information

- (a) You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the “FOIA”), the Environmental Information Regulations 2004 (the “EIR”), the Data Protection Act

2018 (the “DPA”) and the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the “UK GDPR”)

- (b) You acknowledge that we are responsible for determining in our absolute discretion whether:
 - (i) to disclose any information which we have obtained under or in connection with the Funding to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR; and/or
 - (ii) any information is exempt from disclosure under the FOIA or the EIR.
- (c) You acknowledge that we may share any data you provide to us with fraud prevention agencies and third parties for the purposes of preventing and detecting fraud. Any personal data we collect will be managed in accordance with our Privacy Notice which is available to view here <http://beta.gov.wales/privacy-notice-welsh-government-grants>

15. Buying goods and services

If you decide to buy any goods and/or services to deliver the Purposes, they must be purchased in a competitive and sustainable way so as to demonstrate that you have achieved best value in the use of public funds.

16. Giving notice

- (a) Where notice is required to be given under the Conditions it must be in writing (this does not include email but may include a letter attached to an email) and must prominently display the following heading:

“Notice in relation to the Economic Resilience Fund”.

- (b) The address and contact details for the purposes of serving notice under the Conditions are as follows

You: the Project Manager at the address stated in Condition 3.

Us: the Welsh Government Official at the address stated in Condition 3.

- (c) A notice will be deemed to have been properly given as follows:-

Prepaid first class post:	on the second working day after the date of posting.
By hand:	upon delivery to the address or the next working day if after 4pm or on a weekend or public holiday.
By email attachment:	upon transmission or the next working day if after 4pm or on a weekend or public holiday.

17. Equal opportunities

You must apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, gender/gender identification, sexual orientation, religion and belief, age or any disability.

18. Welsh language

- (a) Where the Purposes include or relate to the provision of services in Wales they must be provided in Welsh and English unless it would be unreasonable or disproportionate to do so. Where they are provided in both Welsh and English they must be provided in such a way as to not treat the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.
- (b) For advice on providing services bilingually and in accordance with the Conditions please contact the Welsh Language Commissioner's Hybu team:
<http://www.comisiynyddygybraeg.cymru/hybu/en/home/Pages/home.aspx>

19. Welsh Ministers' functions

You acknowledge that the Welsh Ministers have a range of functions which will continue to accrue and be amended and that decisions in relation to each such function are obliged to be taken in the light of all relevant and to the exclusion of all irrelevant considerations. You agree that nothing contained or implied in, or arising under or in connection with, the Conditions will in any way prejudice, fetter or affect the functions of the Welsh Ministers or any of them nor oblige the Welsh Ministers or any of them to exercise, or refrain from exercising, any of their functions in any particular way.

20. General

- (a) If at any time any of the Conditions are deemed to be or become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- (b) No failure or delay on our part to exercise any power, right or remedy under the Conditions will operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.
- (c) Any amendment or variation to the Conditions must be in writing and signed by us and you in the same manner as this letter. However, you acknowledge that the Economic Resilience Fund is an urgent Welsh Government response to the effects of the spread of the Coronavirus (COVID-19). We may therefore, acting reasonably at all times, unilaterally amend the Conditions at any time to reflect changes in any relevant legislation, a relevant change in your circumstances, a relevant change in Welsh Government policies and/or in order to maximise value for money for the public purse.
- (d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under the Conditions.
- (e) Conditions 7, 9, 11, 13, 14, and 20(e) and such other Conditions which by implication need to continue in force beyond the final payment of Funding will so continue in full force and effect.
- (f) The award of the Funding is to you alone and no one else is entitled to make any claim in respect of the Funding or seek to rely on or enforce any of the Conditions.
- (g) In circumstances where you comprise two or more persons or bodies, the liabilities of such persons or bodies shall be joint and several and the default of one of such persons or bodies shall be deemed to be the default of all.
- (h) The Conditions are to be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.

21. How to accept this award of Funding

To accept this award of Funding you must sign and return a copy of this letter to the Welsh Government Official. None of the Funding will be paid to you until we have received your signed letter

We must receive your signed letter within 7days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours faithfully

Signed by Sioned Evans
under authority of the Minister for Economy, one of the Welsh Ministers

SCHEDULE 1 - The Purposes

The Purpose of the Funding is to support you with financial assistance as a result of the Covid-19 outbreak in order to support continued employment for a period of 12 months. The Funding must be spent on the ongoing running costs of the business that are due during the period 1st July and 31st August 2021.

Jobs

[No.] Full-Time-Equivalent (FTE) Jobs safeguarded.

SCHEDULE 2 - Notification Events

The Notification Events referred to in Condition 9 are listed below:

1. repayment of any part of the Funding is required in accordance with any relevant legislation ;
2. you fail to comply with any of the Conditions;
3. the Funding, in full or in part, is not being used for the Purposes;
4. you fail to achieve any or all of the Targets;
5. there is unsatisfactory progress towards completing the Purposes;
6. you fail to provide information about the Purposes requested by us, or any UK subsidy enforcement body , or any of their auditors, agents or representatives;
7. we have reason to believe that you and/or any of your Personnel are involved in fraudulent activity or have been involved in fraudulent activity whilst the Purposes are/were being carried out;
8. we have made an overpayment of Funding to you;
9. there is a duplication of funding in respect of any part of the Purposes. This includes but is not limited to any payments received by you in relation to the effects of the spread of the Coronavirus (COVID-19) from your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme:
10. any declaration made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
11. there has been a modification (qualification, adverse or disclaimer) to the auditor's opinion on your financial statements;
12. any petition is presented or resolution passed or other action taken for your bankruptcy or winding-up or a petition is presented for an administration order against you;
13. a receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;

14. a moratorium in respect of all or any of your debts or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;
15. you are unable, or admit in writing your inability, to pay your debts as they fall due;
16. any distress, execution, attachment or other process affects any of your assets;
17. a statutory demand is issued against you;
18. you cease, or threaten to cease, to carry on all or a substantial part of your business;
19. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
20. there is any change, whether permanent or temporary, in your shareholders, directors, trustees or partners and/or Personnel which may affect your ability to deliver the Purposes;
21. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under the Conditions.

SCHEDULE 3 – Subsidy Control

The value of the Welsh Government Economic Resilience Fund (ERF) – SC 10144 aid to you is estimated to be **[insert amount here]** – **(this must be an amount equal to or less than the maximum of £800,000)**. You will need to declare this subsidy to any other aid awarding body who requests information from you on how much Economic Resilience Fund aid you have received. The Welsh Government is required to publish details of all individual offers of support on a publically accessible database.

TWO SIGNATORIES ARE REQUIRED

We declare we are duly authorised to accept the award of Funding Economic Resilience Fund – SME Business and the Conditions relating to the Funding **(GSU00000000)**

_____ Signature
An authorised signatory of **[Name of Funding Recipient]**

_____ Name

_____ Job Title

_____ Date

_____ Signature
An authorised signatory of **[Name of Funding Recipient]**

_____ Name

_____ Job Title

_____ Date